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CP
9-4-03

Docket No.: 112427-127

PATENT

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In re Application of

Dickory RUDDUCK

Serial No. 09/646,741

Art Unit: 3629

Filed: September 18, 2000

Examiner:

For: FIXING AND RELEASE SYSTEMS

REVOCATION OF POWER OF ATTORNEY AND
APPOINTMENT OF NEW AGENT

Commissioner for Patents
Alexandria, VA 22313-1450

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GROUP 3600

Sir:

The undersigned, who is authorized to act on behalf of the Assignee of the identified application, hereby revokes all previous Powers of Attorney and appoints the following attorneys with full power to prosecute the application, to make alterations and amendments therein, and to transact all business in the United States Patent Office therewith.

I hereby appoint the following registered practitioners, and all registered practitioners listed at customer number 24395:

Scott M. Alter, Reg. No. 32,879; Hollie L. Baker, Reg. No. 31,321; Barbara A. Barakat, Reg. No. 32,190; Steven D. Barrett, Reg. No. 40,903; Michael J. Bevilacqua, Reg. No. 31,091; Sally Byrne, Reg. No. 40,545; M. Scott Carey, Reg. No. P 50,998; David L. Cavanaugh, Reg. No. 36,476; David J. Cerveney, Reg. No. 44,600; Nancy Chiu, Reg. No. 43,545; Michael A. Diener, Reg. No. 37,122; Peter M. Dichiara, Reg. No. 38,005; Gregory S. Discher, Reg. No. 42,488; Irah H. Donner, Reg. No. 35,120; Neal Goldberg, Reg. No. 48,527; Richard A. Goldenberg, Reg. No. 38,895; Edward D. Grieff, Reg. No. 38,898; Joseph F. Haag, Reg. No. 42,612; Wendy A. Haller, Reg. No. 35,177; Anthony H. Kahng, Reg. No. 42,704; Wayne M. Kennard, Reg. No. 30,271; Ann-Louise Kerner, Reg. No. 33,523; Janice M. Klunder, Reg. No. 41,121; James B. Lampert, Reg. No. 24,564; Ayla A. Lari, Reg. No. 43,739; Nels Lippert, Reg. No. 25,888; Jane M. Love, Reg. No. 42,812;

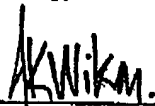
Maria L. Maebius, Reg. No. 42,967; Dominic Massa, Reg. No. 44,905; Robert McIsaac, Reg. No. 46,918; Tiffany Mendez, Reg. No. P 50,160; Cynthia K. Nicholson, Reg. No. 36,880; Keum J. Park, Reg. No. 42,059; Tamera Pertner, Reg. No. 47,856; Jason A. Reyes, Reg. No. 41,513; Gretchen A. Rice, Reg. No. 37,429; Jason J. Schwartz, Reg. No. 43,910; Mary Rose Scozzafava, Reg. No. 36,268; Victor F. Souto, Reg. No. 33,458; Donald R. Steinberg, Reg. No. 37,241; Colleen Superko, Reg. No. 39,850; C. Hall Swaim, Reg. No. 22,838; Leonid D. Thenor, Reg. No. 39,397; Michael J. Twomey, Reg. No. 38,349; Rajesh Vallabh, Reg. No. 35,761; Gary A. Walpert, Reg. No. 26,098; Lisa M. Wilson, Reg. No. 34,045; Henry N. Wixon, Reg. No. 32,073; and Luke J. Yeh, Reg. No. 43,296,

with full power of substitution and revocation, to prosecute this application and to transact all business in the Patent and Trademark Office connected therewith, and all future correspondence should be addressed to them at the address at customer number 24395, and specifically:

Victor F. Souto, Esq.
HALE AND DORR LLP
650 College Road East
Princeton, NJ 08540
TEL (609) 750-7677
FAX (609) 750-7700

Attached hereto as Appendix A is a copy of the Assignment of the above-identified application from the inventor to Telezygology, Inc.

Respectfully submitted,
Telezygology, Inc.


By: JOHN WILSON
Title: PRESIDENT & CEO.

650 College Road East
Princeton, NJ 08540
(609) 750-7677

Date: July 22, 2003

ACKNOWLEDGEMENT

THIS DEED OF ACKNOWLEDGEMENT is made this 19th day of November 1999.

BETWEEN **DICKORY RUDDUCK**, of 81 Castle Circuit, Seaforth, New South Wales, 2093, Australia ('Rudduck') of the One Part,

AND: **INTELLECTUAL EXCHANGE PTY LIMITED**, ACN 073 095 557, of Suite 9, 189 Kent Street, Sydney, New South Wales, 2000, Australia ('Owner') of the Other Part

WHEREAS

- A. Rudduck is the inventor of inventions relating to building or construction (the 'Inventions') and the Applicant for patent in respect of thereof (the 'Patent Applications'), as identified in Schedule 1 hereto.
- B. Rudduck is the legal owner and registered proprietor of the trade mark FUTURE WALL (the 'Trade Mark', registered under No.719499 (the 'Trade Mark Registration'), as identified in Schedule 2 hereto.
- C. The Owner has funded the development expenditure with respect to the inventions and is and always has been the beneficial owner of the Inventions, Patent Applications, Trade Mark and Trade Mark Registration and other Intellectual Property.
- D. Rudduck acknowledges that the Owner is entitled to be recognised as the owner of all rights, title and interest in the Inventions, the Patent Applications, the Trade Mark and the Trade Mark Registration (together, 'the Intellectual Property').
- E. The Deed is entered into by the parties to confirm and acknowledge that the Owner the beneficial owner of the Intellectual Property.

NOW THIS DEED WITNESSETH that in consideration of the premises:

- 1. Rudduck hereby confirms to the Owner that Rudduck holds, all right, title and interest in and to the Intellectual Property and all patents, design patent, utility models, design registrations and trade mark registrations based thereon including:
 - (1) all right, entitlement and power to make any application for letters patent, design patent, utility model, registered design, registered trade mark or any other form of protection in respect of the Intellectual Property, to the benefit of the Owner, in any country;
 - (2) all right, title and interest in and to any letters patent, design patent, utility model, registered design, trade mark registration, or any other form of protection granted as a result of any application referred to in (1) above;
 - (3) the right to claim priority of any of the Intellectual Property in any country;

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- (4) all right, title and interest in and to any copyright owned by Rudduck in respect of any literary work or drawings relating to the Intellectual Property, together with the right, entitlement and power to apply for registration of copyright, design, design patent or like protection, to the benefit of the Owner in any country;
- (5) all right, title and interest in and to any registration of copyright, design, design patent or like protection granted as a result of any application referred to in (4) above; and
- (6) the right to sue in respect of any infringement of such copyright which may have occurred before the date of this Deed,

for and on behalf of the Owner.

2. Rudduck agrees, at the expense of the Owner, to sign, execute and deliver all documents, forms and papers reasonably required to be produced or obtained by the Owner in connection with any of the matters referred to in Clause 1 above.

3. Rudduck does not warrant that:

- (1) a patent or design registration or trade mark registration will be granted in respect of any item of the Intellectual Property;
- (2) any patent, design patent, design registration or trade mark registration granted for the Intellectual Property is valid; or
- (3) the exercise of the rights granted herein will not infringe any rights held by a third party.

Schedule 1

Country:	Application Number	Title:	Date:
Brazil	P19712290-4	Building Elements	10 October 1997
Canada	2268410	Building Elements	10 October 1997
China	97198707.6	Building Elements	10 October 1997
Europe	97943663.1	Building Elements	10 October 1997
India	1904CAL97	Building Elements	10 October 1997
Indonesia	W990307	Building Elements	10 October 1997
Mexico	99/03383	Building Elements	10 October 1997
New Zealand	335529	Building Elements	10 October 1997
Singapore	9901529-9	Building Elements	10 October 1997
South Korea	1999-7003182	Building Elements	10 October 1997
USA	09/284336	Building Elements	17 June 1999

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Australia	45432/97	Building Elements	10 October 1997
International	PCT/AU99/00185	Fixing and Release Systems	18 March 1999
International	PCT/AU99/00489	Webbed Elements	17 June 1999
International	PCT/AU99/00490	Fixing of Building Elements	17 June 1999
International	PCT/AU99/00491	Improved Stud	17 June 1999
International	To be advised	Reinforced Building Elements	8 September 1999
Australia	PP5757 (lapsed)	Joining Panels	8 September 1998
Australia	PP5756 (lapsed)	Improved Stud System	8 September 1998

Schedule 2

Trade Mark:	FUTURE WALL
Registration Number:	719499
Date:	11 October 1996
Classes:	6, 19, 20, 37, 42

IN WITNESS WHEREOF the parties hereto have executed these presents the day and the year first above written.

SIGNED SEALED and DELIVERED)
by DICKORY RUDDUCK)
in the presence of:)

Dickory Rudduck
Signature

19/11/99
Date

Witness:

Name

The common seal of)
INTELLECTUAL EXCHANGE PTY)
LIMITED was hereunto affixed in)
the presence of:)

Dickory Rudduck
Signature



**UNITED STATES DEPARTMENT OF COMMERCE
Patent and Trademark Office**

ASSISTANT SECRETARY AND COMMISSIONER
OF PATENTS AND TRADEMARKS
Washington, D.C. 20231

JANUARY 11, 2001

PTAS

TESTA, HURWITZ & THIBEAULT, LLP
JOHN D. LANZA
PATENT ADMINISTRATOR
HIGH STREET TOWER, 125 HIGH STREET
BOSTON, MA 02110



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**CORRECTED
NOTICE**

UNITED STATES PATENT AND TRADEMARK OFFICE
NOTICE OF RECORDATION OF ASSIGNMENT DOCUMENT

THE ENCLOSED DOCUMENT HAS BEEN RECORDED BY THE ASSIGNMENT DIVISION OF THE U.S. PATENT AND TRADEMARK OFFICE. A COMPLETE MICROFILM COPY IS AVAILABLE AT THE ASSIGNMENT SEARCH ROOM ON THE REEL AND FRAME NUMBER REFERENCED BELOW.

PLEASE REVIEW ALL INFORMATION CONTAINED ON THIS NOTICE. THE INFORMATION CONTAINED ON THIS RECORDATION NOTICE REFLECTS THE DATA PRESENT IN THE PATENT AND TRADEMARK ASSIGNMENT SYSTEM. IF YOU SHOULD FIND ANY ERRORS OR HAVE QUESTIONS CONCERNING THIS NOTICE, YOU MAY CONTACT THE EMPLOYEE WHOSE NAME APPEARS ON THIS NOTICE AT 703-308-9723. PLEASE SEND REQUEST FOR CORRECTION TO: U.S. PATENT AND TRADEMARK OFFICE, ASSIGNMENT DIVISION, BOX ASSIGNMENTS, CG-4, 1213 JEFFERSON DAVIS HWY, SUITE 320, WASHINGTON, D.C. 20231.

RECORDATION DATE: 09/19/2000

REEL/FRAME: 011158/0011
NUMBER OF PAGES: 5

BRIEF: ASSIGNMENT OF ASSIGNOR'S INTEREST (SEE DOCUMENT FOR DETAILS).

ASSIGNOR:
RUDDUCK, DICKORY

DOC DATE: 11/19/1999

ASSIGNEE:
INTELLECTUAL EXCHANGE PTY LIMITED
189 KENT STREET
SUITE 9
SYDNEY, AUSTRALIA NSW 2000

SERIAL NUMBER: 09646741
PATENT NUMBER:
PCT NUMBER: AU9900185

FILING DATE: 09/18/2000
ISSUE DATE:

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JAN 30 2001

REGINA COATES-WHITE, SUPERVISOR
ASSIGNMENT DIVISION
OFFICE OF PUBLIC RECORDS

**PATENT DEPARTMENT
TESTA, HURWITZ & THIBEAULT, LLP**

ASSIGNMENT

THIS DEED OF ASSIGNMENT is made this 19th day of November 1999.

BETWEEN: INTELLECTUAL EXCHANGE PTY LIMITED, ACN 073 095 557, of
Suite 9, 189 Kent Street, Sydney, New South Wales, 2000, Australia
(Assignor) of the One Part

AND: TELEZYGOLGY PTY LIMITED, ACN 083 564 050, of
New South Wales, 2000, Australia (Assignee) of the Other Part

WHEREAS

- A. By virtue of a Deed of Acknowledgement dated 19th November 1999, the Assignor is confirmed and acknowledged as the beneficial owner of an invention relating to Fixing and Release Systems (the 'Invention') and entitled to be recorded as the Applicant for patent in respect thereof (the 'Patent Application') as identified in the Schedule hereto.
- B. The Assignor wishes to assign all rights in the Invention, the Patent Application and other Intellectual Property relating thereto (together, the 'Intellectual Property') to the Assignee.

NOW THIS DEED WITNESSETH that in consideration of the premises and for good and valuable consideration paid by the Assignee:

1. The Assignor hereby assigns to the Assignee, to have and to hold absolutely, all right, title and interest in and to the Intellectual Property and all patents, design patents, utility models, design registrations and trade mark registrations based thereon including:
- (1) all right, entitlement and power to make any application for letters patent, design patent, utility model, registered design, registered trade mark or any other form of protection in respect of the Intellectual Property, to the benefit of the Assignee, in any country;
 - (2) all right, title and interest in and to any letters patent, design patent, utility model, registered design, trade mark registration; or any other form of protection granted as a result of any application referred to in (1) above;
 - (3) the right to claim priority of any of the Intellectual Property in any country;
 - (4) all right, title and interest in any to any copyright owned by The Assignor in respect of any literary work or drawings relating to the Intellectual Property, together with the

right, entitlement and power to apply for registration of copyright, design, design patent or like protection, to the benefit of the Assignee in any country

- (5) all right, title and interest in any to any registration of copyright, design, design patent or like protection granted as a result of any application referred to in (4) above; and
- (6) the right to sue in respect of any infringement of such copyright which may have occurred before the date of this Deed,

held by the Assignor.

2. Without limiting the generality of the Assignment in clause 1 hereof, the Assignor hereby assigns to the Assignee all right, title and interest in all and any trade marks and graphics owned by the Assignor in respect of the Invention.

3. The Assignor hereby assigns to the Assignee to have and to hold absolutely, all right title and interest in and to any development of or modification in the Invention which may be made for or by the Assignor after the date of this Deed.

4. The Assignor agrees, at the expense of the Assignee, to sign, execute and deliver all documents, forms and papers reasonably required to be produced or obtained by the Assignee in connection with any of the matters referred to in Clauses 1, 2 or 3 above.

5. The Assignor does not warrant that:

- (1) a patent or design registration or trade mark registration will be granted in respect of any item of the Intellectual Property;
- (2) any patent, design patent, design registration or trade mark registration granted for the Intellectual Property is valid; or
- (3) the exercise of the rights granted herein will not infringe any rights held by a third party.

Schedule 1

Country:	Number	Title:	Date:
International	PCT/AU99/00185	Fixing and Release Systems	18 March 1999

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IN WITNESS WHEREOF the parties hereto have executed these presents the day and the year first above written.

SIGNED SEALED and DELIVERED)
by INTELLECTUAL EXCHANGE PTY)
LIMITED in the presence of:)



[Signature]
Signature

17/11/90
Date

Witness:

Name

The common seal of)
TELEZYGOLOGY PTY LIMITED)
was hereunto affixed in the presence)
of:)



[Signature]
Signature

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**UNITED STATES DEPARTMENT OF COMMERCE
Patent and Trademark Office**

ASSISTANT SECRETARY AND COMMISSIONER
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Washington, D.C. 20231

DECEMBER 11, 2000

PTAS

TESTA, HURWITZ & THIBEAULT, LLP

JOHN D. LANZA

PATENT ADMINISTRATOR

HIGH STREET TOWER, 125 HIGH STREET

BOSTON, MASSACHUSETTS 02110



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RECORDATION DATE: 09/25/2000

REEL/FRAME: 011158/0027

NUMBER OF PAGES: 5

BRIEF: ASSIGNMENT OF ASSIGNOR'S INTEREST (SEE DOCUMENT FOR DETAILS).

ASSIGNOR:

INTELLECTUAL EXCHANGE PTY LIMITED

DOC DATE: 11/19/1999

ASSIGNEE:

TELEZYGOLOGY PTY LIMITED

SYDNEY, AUSTRALIA NSW 2000

SERIAL NUMBER: 09646741

FILING DATE: 09/18/2000

PATENT NUMBER:

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ASSIGNMENT DIVISION
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